

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**3989 RUFFIN ROAD, SAN DIEGO, CA 92123-1815**

**(SERVING AS THE HOUSING AUTHORITY OF THE COUNTY OF SAN DIEGO)**

# **LANDLORD HANDBOOK**

**A Guide on the  
Section 8  
Housing Choice Voucher Program  
For Residential Rental  
Property Owners**

**(858) 694-4801**

**Toll free: (877) 478-LIST (5478)**

**[www.sdhcd.org](http://www.sdhcd.org)**



# **Housing Authority of the County of San Diego**

**Administered by the  
County of San Diego  
Department of Housing and Community Development  
3989 Ruffin Road  
San Diego, CA 92123-1815**

**(858) 694-4801  
[www.sdhcd.org](http://www.sdhcd.org)**



# Table of Contents

<b>INTRODUCTION .....</b>	<b>Page 1</b>
<b>A THREE WAY PARTNERSHIP WITHIN THE SECTION 8 PROGRAM .....</b>	<b>Page 2</b>
Responsibilities of the Housing Authority	
Responsibilities of the Owner/Manager	
Responsibilities of the Family	
<b>PROGRAM DESCRIPTION.....</b>	<b>Page 3</b>
<b>ELIGIBLE RENTAL UNITS .....</b>	<b>Page 3</b>
<b>WHEN THE ASSISTED FAMILY CHOOSES A UNIT .....</b>	<b>Page 3</b>
<b>TENANT SCREENING AND SELECTION .....</b>	<b>Page 4</b>
<b>LEASING A UNIT.....</b>	<b>Page 4</b>
Advertising of Available Rental Units	
Commencement of Assistance	
Separate Agreements	
Security Deposit	
Housing Condition	
Issuance of Housing Assistance Payments	
The Lease	
Family Payments to Landlord	
Lease Termination by the Family	
If the Tenant Becomes Ineligible for Assistance	
If the Family Decides to Move from the Unit	
If the Landlord Wants to Terminate the Lease	
If the Landlord Sells the Property	
Criminal Activity	
Nonpayment or Late Payment of Rent by the Housing Authority	
<b>HOUSING ASSISTANCE PAYMENTS CONTRACT .....</b>	<b>Page 7</b>
Term	
Housing Authority Payments to the Landlord	
Violence Against Women Act	
Landlord Breach of Contract	
Reasons for Contract Termination	
Family Moves Out	
<b>EVICTIONS .....</b>	<b>Page 8</b>
<b>REPORTING FRAUD AND PROGRAM ABUSE. ....</b>	<b>Page 9</b>
<b>RENT REASONABLENESS AND AFFORDABILITY.....</b>	<b>Page 9</b>

<b>HOUSING QUALITY STANDARDS. ....</b>	<b>Page 9</b>
Lead Based Paint	
Annual Inspections	
Shared Meters	
Bedrooms	

<b>INSPECTION CHECKLIST.....</b>	<b>Page 11</b>
----------------------------------	----------------

<b>ANNUAL ELIGIBILITY DETERMINATION.....</b>	<b>Page 12</b>
--	----------------

<b>FEDERAL AND STATE LAWS.....</b>	<b>Page 12</b>
------------------------------------	----------------

<b>LANDLORDS/MANAGERS FREQUENTLY-ASKED QUESTIONS.....</b>	<b>Page 13</b>
---	----------------

**SAMPLE DOCUMENTS**

**NOTES**

**PROGRAM CONTACTS**



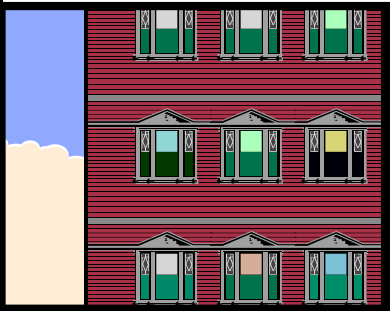
## Introduction

This handbook provides information to rental property owners and landlords on the Section 8 Housing Choice Voucher (HCV) Program.



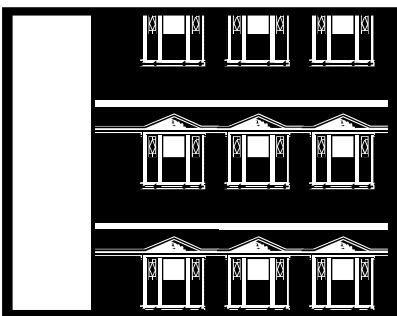
The Section 8 HCV Program is a federally-funded program monitored by the U.S. Department of Housing and Urban Development (HUD). The program is administered by local public housing agencies and provides rental assistance to eligible low-income households to enable them to obtain decent, safe, and sanitary housing. The program pays a portion of the rent directly to the landlord and the assisted family is responsible for the remainder of the rent.

The program assists households that meet certain income and eligibility requirements. The Housing Authority of the County of San Diego (Housing Authority) has certain preferences for selection off the program's waiting list. Households who receive top preference are those who live/work in the areas the Housing Authority serves and are in one or more of the following categories: elderly, disabled, families with children, veterans or veterans' surviving spouses, homeless, and working poor who are working at least 32 hours a week for at least 12 months prior to the eligibility determination. The Housing Authority's jurisdiction is all of San Diego County **except** for the cities of San Diego, Oceanside, National City, Carlsbad, and Encinitas.



There is no pre-qualification process for landlord participation in the program. Landlords may list their rental units with the Housing Authority on-line at [www.sdhcd.org](http://www.sdhcd.org), by telephone at (858) 694-4801, or in writing, providing the rental units are located within the jurisdiction of the Housing Authority. A participating family contacts the landlord if interested in renting the landlord's available rental unit.

The landlord conducts his/her normal application and screening process. If the family is found suitable, the landlord completes paperwork provided by the family. The Housing Authority inspects the unit within approximately 10 working days after receipt of the completed paperwork, providing the rental unit and requested rent meet program requirements. If the unit passes inspection, a contract is offered to the landlord for signature and the landlord must execute a lease agreement with the prospective tenant. Once all steps are completed and all documents executed, the Housing Authority commences payment of monthly assistance directly to the landlord's designated payee. The Housing Authority cannot begin payments nor pay assistance prior to the date the unit passes inspection.



The program is beneficial to both landlords and assisted families. The assisted families are usually able to afford their rental units because the rental assistance payment is based on the family's income. If the family's income declines, the assistance increases.

A landlord who participates in the program enters into a three-way partnership. The partnership is between the landlord, the Housing Authority, and the assisted family. The partnership is formalized by the contract between the landlord and the Housing Authority; the lease between the landlord and the assisted family; and, the Housing Choice Voucher between the assisted family and the Housing Authority.

## A Three-Way Partnership Within The Section 8 Housing Choice Voucher Program

The three-way partnership within the Section 8 HCV Program is between the Housing Authority, the tenant, and the landlord of the rental unit.

<b>Responsibilities of the Housing Authority</b>	<b>Responsibilities of the Owner/Manager</b>	<b>Responsibilities of the Family</b>
Determine if an applicant is eligible for rental assistance.	Conduct all tenant screening, selection and leasing activities.	Provide complete and accurate information to the Housing Authority.
Explain all the rules of the program to all qualified families.	Comply with the terms of the Housing Assistance Payments Contract and lease.	Make a best effort to find a place to live that is suitable and qualifies for the program.
Issue a Housing Choice Voucher and, if necessary, assist the family in finding a place to live.	Collect from the tenant any security deposit and tenant share of the rent.	Cooperate in attending all appointments scheduled by the Housing Authority.
Approve the unit, the owner, and the lease.	Enforce tenant obligations under the lease.	Take responsibility for the care of the assisted housing unit.
Make housing assistance payments to the owner in a timely manner.	Pay for utilities and services (unless paid by the tenant under the lease).	Comply with the terms of the lease with the owner.
Ensure that both the family and the unit continue to qualify for the program at least annually.	Maintain the unit in accordance with housing quality standards, except for conditions that are the tenant's responsibility.	Comply with the Family Obligations of the Housing Choice Voucher.
Ensure that owners and families comply with the program rules and the owner complies with the contract.	Comply with all Fair Housing laws.	Not engage in criminal activities
Provide families and owners with prompt and professional service.	Ensure a safe and secure living environment.	Obtain permission from the landlord and the housing authority prior to allowing someone to move in.
Upon request, provide a reasonable accommodation to a disabled family member.	Agree to allow reasonable modifications for a disabled family at the disabled family's expense.	Report within 14 days to the Housing Authority changes in income, assets, and family composition.



## Program Description

The Section 8 HCV Program pays rental assistance directly to landlords on behalf of eligible low-income families. The owner must charge a reasonable market rent for the unit based upon its age, size, type, location, owner paid utilities, and amenities and the rent must be affordable to the family. The owner may adjust the rent after the initial term of the lease. However, because each participant's assistance is limited to a set maximum amount, the portion of the rent paid by the Housing Authority may not increase with the rent. The tenant must decide how much rent s/he is willing and able to pay. Owners may wish to discuss the rent with a prospective tenant to make sure it is within the tenant's budget. A family cannot pay more than 40% of its monthly-adjusted income at the time a unit is first approved for the program. After the initial term of the assisted lease, if a rent increase is warranted, the owner must provide an advance 60-day written rent increase notice to the tenant and to the Housing Authority. The Housing Authority **must** approve the rent increase in writing before the owner is allowed to begin collecting the additional rent.

## Eligible Rental Units

The program provides rental assistance for self-contained rental units such as: houses, apartments, townhouses, duplexes, and manufactured homes. In addition, owners of mobilehomes may be eligible for space rent assistance and the family may be eligible to receive rental assistance in certain "special housing types" such as shared housing, single room occupancy units (SROs), or group homes.



## When The Assisted Family Chooses A Unit



To determine if a family is eligible to receive assistance, the owner should ask to review the family's Housing Choice Voucher and Request for Tenancy Approval forms. The family's Housing Choice Voucher must have current dates or the family must present Housing Authority approval of an extension to the voucher's term. The tenant will also have a sample lease and lease addendum. The Housing Choice Voucher issued to the family has a unit size that indicates the number of bedrooms the family is eligible to be assigned. The family may rent a unit with more bedrooms than indicated on the Housing Choice Voucher; however, the unit rent must be within the rent range for the number of bedrooms assigned to the family.

## Tenant Screening and Selection

A family listed on the Housing Authority waiting list, or a family participating in the program, is not screened for suitability for tenancy. The owner is responsible for applying his/her normal tenant selection procedures to screen and select prospective tenants. The Housing Authority screens families for drug-related or violent criminal activities upon initial admission to the program and upon transfer of assistance. To assist landlords in the screening process, the Housing Authority, upon approval of the prospective tenant, will provide the prospective owner with the family's current address and the name and address of the current and previous owners, as well as documentation related to rental history. The landlord/owner must contact the prospective tenant's housing representative to request this information.

### Apartment Owners/Managers Have A Responsibility To:

- Consider all qualified applicants equally;
- Indicate no preference when advertising or showing apartments;
- Give all applicants accurate and complete information about available units, occupancy dates, and rental terms and conditions;
- Refrain from making written or verbal inquiries about an applicant's ethnicity, religion, sex, handicap, or marital status; and
- Be consistent in applying rental policies.

## Leasing A Unit

**Advertising of Available Rental Units:** The Housing Authority maintains a listing of rental units available to Section 8 families. Landlords can place their unit information on the listing on the Housing Authority's website at [www.sdhcd.org](http://www.sdhcd.org) or they can call or write to place their unit(s) on the listing. If the available unit information is entered on-line, it takes approximately one week for the information to be placed in the listing. The Housing Authority will not accept rental unit listing information for rental units that are located outside of San Diego County or in the cities of San Diego, National City, Encinitas, Carlsbad, or Oceanside, since the Housing Authority does not serve those areas. Program participants searching for eligible units receive copies of this listing upon admission to the program and upon request. The unit listing can be viewed on-line on the Housing Authority's website.



**Commencement of Assistance:** Assistance cannot be commenced prior to the following activities taking place: approval of the Request for Tenancy Approval (RFTA), passed inspection, and execution of lease and contract. If the tenant moves in prior to these steps taking place, the tenant is responsible for the full rent. During that time, the Housing Authority is not responsible for, or concerned with, unpaid rent.

**Separate Agreements:** The Housing Authority must approve in advance separate agreements between the landlord and tenant for services, amenities, charges, and special purchase fees that are not included in the rent. Generally, all services and amenities must be included as part of the contract rent unless the tenant has the option to decline the services or amenities.

**Security Deposit:** The landlord may collect a security deposit from the tenant that does not exceed the limits imposed by federal, state, and local law.





**Housing Condition:** All units occupied by an assisted household must at all times meet the health, safety, security, and occupancy standards of the program. The unit must pass a minimum housing quality standard inspection conducted by the Housing Authority prior to commencement of assistance and at least annually thereafter.

**Issuance of Housing Assistance Payments:** Once assistance commences, the housing assistance payment, on or about the first working day of the month, is either mailed to the landlord's designated payee in accordance with the IRS W-9 form or, upon written landlord request, deposited electronically into a

designated bank account. It is recommended that landlords select the direct deposit option for quicker receipt of payment and to avoid problems associated with the mail.

**The Lease:** An executed lease with a term of at least six months is required. The lease and the contract must mirror each other with the same term, initial rent, and tenant or landlord responsibilities for gas, electric, sewer, water, trash services, stove, and refrigerator. The Housing Authority offers a completed courtesy lease for the landlord's use. The Housing Authority provides a Lease Addendum that must be attached to the lease. Note: Housing Authority policies prohibit the transfer of assistance from one unit to another more often than once in a 12-month period.

The Housing Authority must approve a new lease or lease extension in advance. All new leases require the execution of a new contract with the same terms and conditions. The landlord may offer the family a lease for a term beginning any time after the initial term of the lease. The landlord must give the tenant and the Housing Authority a written notice of the offer at least 60 days before the start of the new lease term.

**Family Payments to Landlord:** The family must pay the difference between the Housing Authority's payment amount and the total contract rent for the unit. The landlord may not demand or accept any rent payment in excess of this amount, and must immediately return any excess rent payment.

**Lease Termination by the Family:** The family may terminate the lease at any time after the lease term. The family must give a written advance 30-day move-out notice to the landlord and a copy to the Housing Authority.

**If the Tenant Becomes Ineligible for Assistance:** If a tenant becomes ineligible for assistance, the Housing Authority will generally provide a 30 days advance written notice of termination of the Housing Assistance Payments Contract between the landlord and the Housing Authority. However, if the family moves from the assisted unit or the sole qualifying family member dies, the Housing Authority cannot pay assistance beyond the month the family vacated the unit or the sole qualifying family member died.



**If the Family Decides to Move from the Unit:** The family must notify the Housing Authority and the landlord in compliance with state law and the lease. Additionally, the Housing Authority must approve in advance all family moves. This means that the family must notify the landlord and the Housing Authority at least 30-days **BEFORE** the family moves and obtain advance Housing Authority approval. If the family fails to comply with the notification requirements and Housing Authority approval requirements, the family's program participation could be terminated, unless the family had to move as a result of being the victim of domestic violence, dating violence, or stalking. The Housing Authority generally will not transfer a family's assistance more than once in a 12-month period. The same move-out process applies to tenants who are moving from one apartment to another in the same apartment complex or from one house to another unit owned by the same landlord.



**If the Landlord wants to Terminate the Lease during the Initial Term of the Lease:** The landlord may terminate the lease if the tenant violates the terms of the lease. The landlord must state the lease violations on the notice to the tenant. It is advisable for the landlord to obtain legal counsel when terminating tenancy.

**If the Landlord wants to Terminate during any Extension Term of the Lease:** If the landlord is terminating the lease within a lease extension period, the landlord may not terminate the lease except for 'other good cause.' The landlord must state good cause on the notice to the tenant. It is advisable for the landlord to obtain legal counsel when terminating tenancy.

**Other Good Cause to Terminate the Lease:** Other good cause for termination of tenancy by the landlord may include, but is not limited to, any of the following examples: (i) Failure by the family to accept the offer of a new lease or revision; (ii) A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; (iii) The landlord's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or (iv) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent amount).



**If the Landlord Sells the Property:** The landlord must contact the Housing Authority prior to the sale of the property. Upon written request, proof of change of ownership, completion of the IRS W-9 form, and approval of the new owner, the Housing Assistance Payments Contract may be transferred to the new owner. The Housing Authority is not responsible to the new owner for payments issued to the old owner prior to approval of the transfer of the contract.

**Criminal Activity:** Any of the following types of criminal activity by the tenant, any member of the household, a guest, or another person under the tenant's control may be cause for termination of tenancy and assistance:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents.
- Any drug-related criminal activity on or near the premises.
- Any violent criminal activity or threat of violence against another person or the property of another.
- A pattern of alcohol abuse.
- Any other illegal activities by the family.

**Nonpayment or Late Payment of Rent by the Housing Authority:** The family is not responsible for the portion of the rent covered by the Housing Authority under the Housing Assistance Payments Contract. The Housing Authority's failure to pay the housing assistance payment is not a violation of the lease between the tenant and the landlord. During the term of the lease, the landlord may not terminate the tenancy of the family for nonpayment of the housing assistance payment. The Housing Authority may be charged a reasonable late fee if it fails to make timely payments within two calendar months of commencement of assistance.

## **Housing Assistance Payments Contract**

The Housing Assistance Payments (HAP) Contract is a contract between the Housing Authority and the landlord. In the HAP Contract, the landlord agrees to lease a unit to an eligible family and the Housing Authority agrees to make monthly housing assistance payments to the landlord on behalf of the family. It is advisable to read and understand the HAP Contract.

**Term of HAP Contract:** The term of the HAP Contract begins on the first day of the term of the lease and ends on the last day of the term of the lease or upon termination by the Housing Authority. The HAP Contract terminates when the lease terminates.

### **Housing Authority Payments to the Landlord:**

The Housing Authority will pay a monthly assistance payment to the landlord. The landlord has the option of requesting payments to be automatically deposited into the landlord's designated bank account. The Housing Authority determines the amount of the housing assistance payments in accordance with HUD regulations and other requirements. The amount of

the housing assistance payment is subject to change during the HAP Contract term. The landlord may not require the family to pay any amounts that are the responsibility of the Housing Authority. After the first two calendar months of the contract, the landlord may request the Housing Authority pay a reasonable late fee for Housing Authority payments not received by the due date as a result of an action or inaction of the Housing Authority.



The Housing Authority will continue to make housing assistance payments as long as:

- The unit meets housing quality standards
- The tenant is eligible for assistance
- The tenant resides in the unit
- The landlord is in compliance with the contract

**Violence Against Women Act:** There are restrictions on the landlord's right to terminate the tenancy of someone whose lease violations occurred as a direct result of that person being the victim of domestic violence, dating violence, or stalking. The HAP Contract and Tenancy Addendum address the lease termination restrictions required by the Act.

**Landlord Breach of HAP Contract:** Any of the following actions by the landlord is a breach of the HAP Contract:

- If the landlord has violated any obligation under the HAP Contract for the dwelling unit, including the landlord's obligation to maintain the unit in accordance with housing quality standards.
- If the landlord has committed fraud, bribery, or any other corrupt or criminal act against any federal housing program.
- If the landlord has projects with mortgages insured by HUD or loans made by HUD, and the landlord has failed to comply with the regulations, or if the landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with the mortgage or loan.
- If the landlord has engaged in any drug-related criminal activity or any violent criminal activity.
- If the landlord has been barred from program participation by HUD or the Housing Authority.

**Reasons for HAP Contract Termination:** Housing assistance payments terminate if:

- The lease terminates;
- The HAP contract terminates; or
- The family's assistance terminates.

The Housing Authority will generally notify the landlord at least 30 days prior to termination of housing assistance payments, unless the unit has failed housing quality standards that are the landlord's responsibility, or the tenant vacates the unit.

**Family moves out:** The Housing Authority shall not pay a housing assistance payment to the landlord for any month after the family no longer occupies the unit.

## Evictions



The landlord may evict a tenant by instituting a court action. The landlord must give the tenant written notice that explains the grounds of tenant termination. The landlord must also give a copy of the written notice to the Housing Authority. The notice of grounds for termination of tenancy must be given at or before the eviction action. If the landlord has begun the process to evict the tenant, and the tenant family continues to reside in the unit, the Housing Authority will usually continue to make housing assistance payments to the landlord. The Housing Authority will continue the payments until the tenant family moves or is evicted from the unit, unless the unit is not in compliance with housing quality standards, or assistance has been terminated for some other reason. It is advisable for the landlord to seek legal counsel when evicting the tenant.

## Reporting of Fraud and Program Abuse



The Housing Authority of the County of San Diego and the U.S. Department of Housing and Urban Development (HUD) are concerned about fraud and abuse in various housing assistance programs. To report suspected fraud or program abuse, please contact the **Program Review Coordinator** at (858) 694-4832.

## Rent Reasonableness and Affordability

**Reasonable Rent:** The rent charged by the landlord must not be more than either: (1) rent charged for comparable units in the private unassisted market; and (2) rent charged by the landlord for comparable assisted or unassisted units on the premises or neighborhood. Landlords are not permitted to charge higher rents to compensate for the “extra paperwork” of the Section 8 HCV Program, nor can they collect a “side payment” from the participant to increase the contract rent above that approved by the Housing Authority.

The purpose of the rent reasonableness test is to assure that:

- Rents paid for units selected for participation in the Section 8 HCV Program are not excessive.
- The program does not inflate rents in the community.

Rent reasonableness determinations are conducted when units are placed under the HAP Contract for the first time, when landlords request rent increases, or when the area fair market rents have declined by 10% or more.

**Affordability:** At the time of initial approval of a unit, the rent must be affordable to the family. This means that if the rent and utilities (gross rent) exceeds the payment standard, the tenant may not pay more than 40% of his/her monthly adjusted income for his/her portion of the gross rent.



## Housing Quality Standards

Housing quality standards (HQS) are minimum nationwide standards applying to all units in existing Section 8 housing programs. HQS helps to ensure that the unit is decent, safe and sanitary. At initial inspections, units not meeting HQS must be repaired, reinspected, and pass HQS before: 1) a lease is executed, 2) a Housing Assistance Payments Contract is executed, and 3) payments are started and issued. The Housing Authority will not make retroactive payments for the period of time before this has occurred, even if the family is living in the unit.

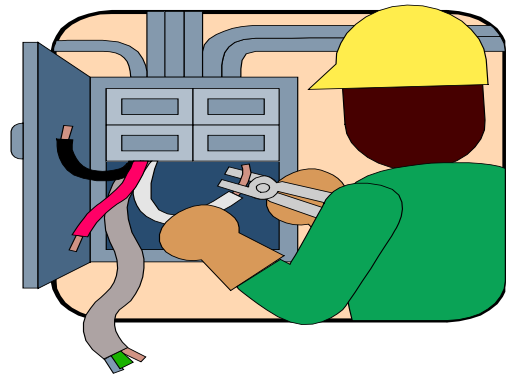
**Lead Based Paint:** If the unit was constructed before the year 1978 and there are children under the age of six living in the unit or expected to be living in the unit, lead based paint can be a hazard. The Housing Authority will not approve any dwelling unit built prior to 1978 with cracking, scaling, chipping, peeling, or loose paint if a child under the age of six is residing or is expected to be residing in the unit.





**Annual Inspections:** If the unit fails the annual inspection, the landlord will be given a brief period to make the needed repairs. If the unit is not brought into compliance by the deadline, the Housing Authority may abate the payments until corrections are completed or terminate the landlord's contract and permanently discontinue payments. Some emergency repairs must be completed in 24 hours, while others must be completed in 30 days. An extension may be given in certain circumstances.

**Shared Meters:** Rental units with shared meters must include in the rent the utility costs for shared meters. Landlords of complexes of less than five units are not allowed to collect additional monies from assisted tenants for utilities reflected on shared meters. Complexes of more than five units may, in some instances, collect for utility costs on shared meters, providing there is a standard methodology used to determine the prorated costs.



**Bedrooms:** A room is considered a bedroom for payment standard and utility allowance purposes if it was designed to be a bedroom or converted to a bedroom, is private with a door that closes, and has a window that opens to the outdoors for light and ventilation. The room is not considered to be a bedroom for utility allowance and payment standard purposes if the room is designed for another purpose, is not accessible from inside the main dwelling, is as a corridor to access another room, or has something installed that indicates it has another use, such as a water heater, washer/dryer hookups, or gas line for a stove.

## Inspection Checklist

**The Housing Authority will inspect the following eight areas that must be reviewed for Housing Quality Standards (HQS) compliance:**

- |  |  |
|--|--|
| <input type="checkbox"/> Living Room                 | <input type="checkbox"/> Building Exterior         |
| <input type="checkbox"/> Kitchen                     | <input type="checkbox"/> Heating and Plumbing      |
| <input type="checkbox"/> Bedrooms                    | <input type="checkbox"/> General Health and Safety |
| <input type="checkbox"/> Bathroom(s)                 | <input type="checkbox"/> Garage                    |
| <input type="checkbox"/> Other Rooms Used for Living |  |
| <input type="checkbox"/> Secondary Rooms             |  |
| <input type="checkbox"/> Outbuildings                |  |

**The following is a listing of the conditions that must be verified by the Housing Inspector:**

- |   |  |
|---|--|
| <input type="checkbox"/> All major utilities (electricity, gas, water) must be turned on.   | <input type="checkbox"/> There must be no missing, broken or badly cracked windows/window panes.   |
| <input type="checkbox"/> The cooking stove and oven must be clean and in working condition. There must be burner control knobs.   | <input type="checkbox"/> The roof must not leak.   |
| <input type="checkbox"/> The refrigerator must be clean and in working condition.   | <input type="checkbox"/> The hot water tank for the unit must have a pressure relief valve and a downward discharge pipe.  |
| <input type="checkbox"/> The heating unit must be properly installed and vented and otherwise in good working order. Check with SDG&E to ensure safety of the heating system. | <input type="checkbox"/> There can be no tears, holes, or loose seams in carpeting or linoleum.  |
| <input type="checkbox"/> There must be hot and cold running water in the kitchen and bathroom(s).   | <input type="checkbox"/> Stairs and railings, inside and out, must be secure.  |
| <input type="checkbox"/> There must be a shower or bathtub that is in good working condition.   | <input type="checkbox"/> There can be no mice, rats, or insect infestation.  |
| <input type="checkbox"/> There must be a flush toilet that works and does not leak.   | <input type="checkbox"/> There must be a properly operating smoke detector on every level of the unit.   |
| <input type="checkbox"/> The bathroom must have a window or working ventilation fan.  | <input type="checkbox"/> There must be no cracking, chipping, scaling, or loose paint anywhere, inside or outside the unit.  |
| <input type="checkbox"/> There must be no plumbing leaks or plugged drains.   | <input type="checkbox"/> There must be no excessive debris in or around the unit, such as an accumulation of boxes, paper, trash, wood, tires, machine or auto parts, batteries, paint cans, or old appliances. Derelict vehicles must be removed from the premises. |
| <input type="checkbox"/> All accessible outside doors and windows must have working locks.  |  |
| <input type="checkbox"/> No double-keyed deadbolt locks will be allowed unless there is a second exit without double-keyed deadbolts.   |  |
| <input type="checkbox"/> All electrical outlets must have cover plates in good condition - no cracks.   |  |

***For more detailed inspection standard information, read the HUD publication, "A Good Place to Live," in the Landlord Information section of the Housing Authority website at [www.sdhcd.org](http://www.sdhcd.org).***

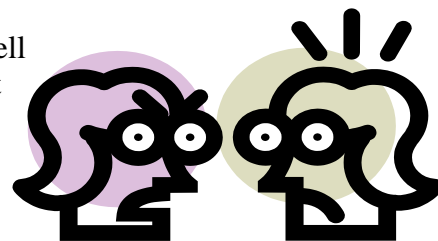
## Annual Eligibility Determination

At least annually, the Housing Authority evaluates the following:

- **Tenant income and assets, family composition, and continuing eligibility:** The Housing Authority collects eligibility documents at least once a year in order to evaluate a change in the tenant's income, assets or family circumstances. This may result in a change in the portion of rent paid by the tenant.
- **Condition of the property and level of maintenance:** The Housing Authority inspects every unit at least once a year. The unit is inspected to ensure that it continues to meet the housing quality standards of the program. The Housing Authority will not continue the contract if the unit does not meet the housing quality standards. Generally, the inspection is scheduled with the tenant and the landlord is notified if there are issues with the unit.

## Federal and State Laws

It is a violation of federal law for a housing provider to refuse to rent or sell a home, to offer unequal terms, quote different prices, or apply different policies on the basis of race, color, religion, disability, sex, familial status, or national origin. State law prohibits discrimination on the basis of marital status, ancestry, age, or familial status. Some of these laws are described below:



### State of California

**Fair Employment and Housing Act** (Rumford Fair Housing Act of 1963) prohibits discrimination on the basis of race, color, religion, sex, national origin, ancestry, familial, and marital status. A complaint may be filed with the Department of Fair Employment and Housing.

**Unruh Civil Rights Act** (1893, AMENDED 1959) prohibits discrimination in all public accommodations including rental housing and adds arbitrary discrimination to bases covered by the Fair Employment and Housing Act.

**Ralph Civil Rights Act** (1976) prohibits violence or the threat of violence against protected classes in the exercise of their fair housing rights.

**Civil Code**, Sections 54.1 - 54.3 specifically prohibits discrimination against the physically handicapped.

### Federal Government

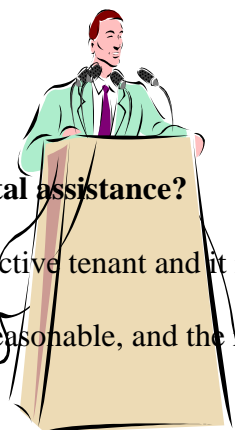
**Civil Rights Act of 1866** protects the right of all persons to “inherit, purchase, lease, sell, hold, and convey” real and personal property. Bases covered are race and national origin.

**Civil Rights Act of 1968, Title VIII** prohibits discrimination based on race, color, national origin, religion, and sex.

**Fair Housing Amendments Act of 1988** bars discrimination in the sale or rental of housing on the basis of a disability or because there are children in the family, but exempts housing for older persons (e.g., Section 202 housing).



## Landlords/Managers Commonly Asked Questions



- Q. When a Section 8 family selects my unit, what steps are needed to begin rental assistance?**  
**A.** There are four easy steps:
1. Landlord completes the Request for Tenancy Approval packet with the prospective tenant and it is forwarded to the Housing Authority
  2. Housing Authority determines if the unit is within its jurisdiction, the rent is reasonable, and the rent is affordable to the tenant.
  3. Housing Authority inspects unit for housing quality standards.
  4. Landlord and Housing Authority sign a Housing Assistance Payment (HAP) Contract.
  5. Landlord and family sign a lease that mirrors the term and conditions of the contract.
- Q. Is my prospective tenant automatically eligible to receive Section 8 because I am willing to accept the program?**  
**A.** No. In order to be eligible for the Section 8 Housing Choice Voucher Program, the tenant must have an active voucher issued by the Housing Authority.
- Q. My old tenants are still in the unit. Can the Housing Authority inspect my unit while my old tenants are still living there?**  
**A.** No. The Housing Authority cannot inspect the unit while the former tenants are still in residency. However, the Housing Authority can inspect the unit while the tenants to be assisted are occupying the unit.
- Q. When is the lease effective?**  
**A.** The lease is effective once the unit passes inspection, a contract is executed, and the tenant is ready to move in.
- Q. How much security deposit can I collect?**  
**A.** The landlord may charge a security deposit allowed under state and local law.
- Q. Does the Housing Authority send payments to the Landlord/Manager?**  
**A.** Yes. Payments for a portion of the rent are issued to the designated landlord payee by direct deposit or by first class mail.
- Q. When are the Housing Assistance Payments issued?**  
**A.** Within the exception of the first two calendar months after the unit is first approved, payments are issued on the first working day of the month.
- Q. Who do I call if I do not receive my Housing Assistance Payment?**  
**A.** The landlord should contact the housing representative assigned to you and your tenant. If the payment is being made by mail, you should wait 10 days before contacting your housing representative.
- Q. Can the family terminate tenancy?**  
**A.** After the initial term of the lease, the family may terminate tenancy with an advance written 30-day notice to the Landlord and the Housing Authority. Note: the Housing Authority's policies prohibit a tenant's assistance from being transferred more than once in a 12-month period.

**Q. Can I terminate tenancy during the initial term of the lease?**

**A.** Yes, the landlord may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, or violations of Federal, State, local law relating to use or occupancy, or drug related criminal activity or violent criminal activity, as defined in Section 8 of the Tenancy Addendum. It is advisable for the landlord to seek legal counsel anytime s/he takes action to terminate tenancy. The landlord should forward documentation of tenant violations to the Housing Authority.

**Q. After the initial term of the lease can I terminate the lease without cause?**

**A.** Yes, the landlord may terminate tenancy without cause at the end of the initial lease term or at the end of any extension terms. However, it is advisable to carefully review the contract and lease, as well as to seek legal counsel on this matter.

**Q. Is the Housing Authority responsible for evicting the Section 8 participant?**

**A.** No. Enforcement of the lease and evictions are the responsibility of the landlord/manager. The Tenancy Addendum, HAP Contract and lease outline the grounds on which the landlord/manager may pursue eviction. It is advisable for the landlord to seek legal counsel anytime s/he takes action to terminate tenancy.

**Q. How do I change my mailing address or property management company?**

**A.** Changes of landlord address or changes in the address of the property management company must be sent, in writing to the Housing Authority. Written information should include your name (or property management company's name), your old and new address, the names of your tenants, the property address, your daytime telephone number, the effective date of the change and your signature. If the property management company has changed, a copy of the new agreement or contract should be forwarded to the Housing Authority.

**Q. How do I inform the Housing Authority of a change in property ownership?**

**A.** The owner must contact the Housing Authority prior to the sale of the property and provide the name and address of new property owner. The new owner must submit a written request for reassignment of the HAP Contract, along with proof of change of ownership.

## **Other Questions?**

It is the Housing Authority's goal is to provide excellent service to the families and landlords participating in the Section 8 HCV Program.

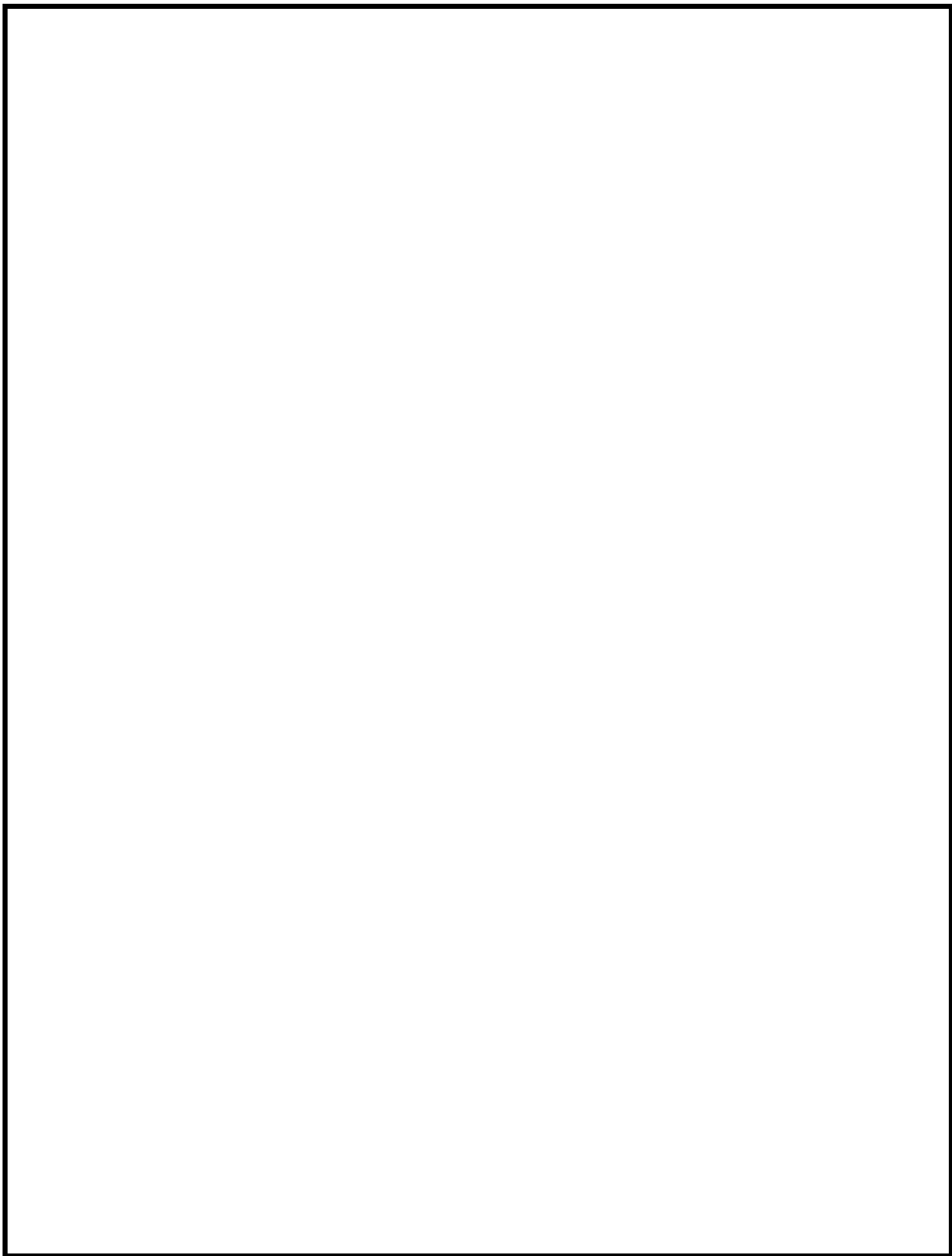
If you have any questions regarding the information in this handbook or any other questions about the Section 8 HCV Program, please call:

**(858) 694-4801**

Refer to this handbook often so that you can gain a better understanding of your role as a landlord in the Section 8 HCV Program.

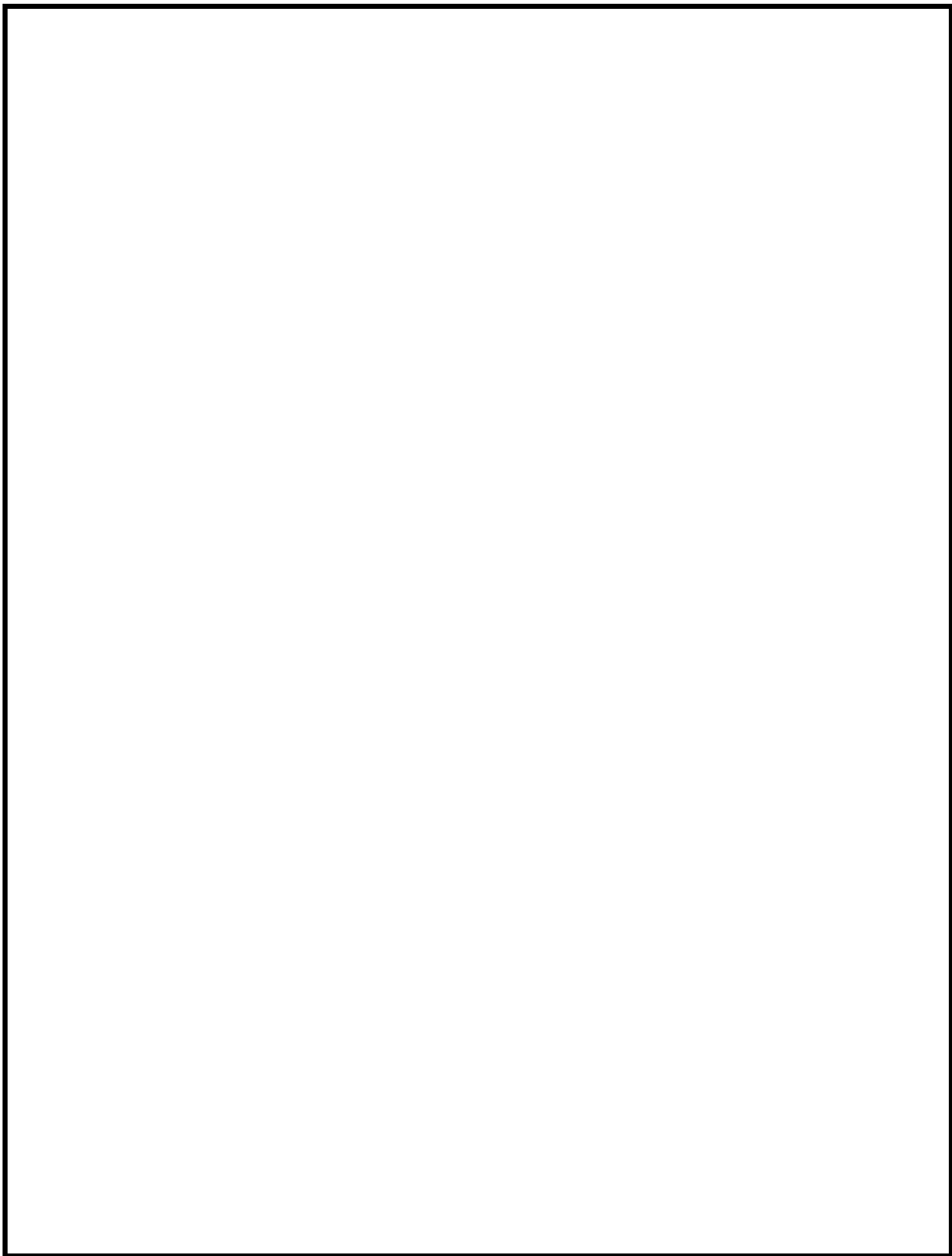
The Rental Assistance Program is open to all persons, regardless of race, color, national origin, religion, sex, familial, marital status, disability or other discriminatory factors.

# *Sample Documents*



[illegible]

[illegible]



# **Housing Authority of the County of San Diego**

**Administered by the  
County of San Diego  
Department of Housing and Community Development  
3989 Ruffin Road  
San Diego, CA 92123-1815**

**(858) 694-4801  
[www.sdhcd.org](http://www.sdhcd.org)**

